

# **EXHIBIT B**

Customer Name: ANTONIA TARPLEY  
Date: 04/25/2022

**CASH LINK USA, LLC**

**WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT**

**THE TERMS AND CONDITIONS OF THIS WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT ("AGREEMENT") ARE IMPORTANT.**

**PLEASE READ THE ENTIRE AGREEMENT.**

In this Agreement, the words "you" and "your" mean the person that is identified after the heading, "Customer" above. The words "we," "us" and "our" means Cash Link USA, LLC. The word "Lender" shall mean TMBTX LLC the third party lender, who may or may not extend credit to you as a result of this transaction.

Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre hearing arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. **THEREFORE, IN CONSIDERATION OF OUR MUTUAL PROMISES CONTAINED HEREIN, AND IN ORDER TO INDUCE US TO CONSIDER YOUR APPLICATION FOR CREDIT SERVICES, YOU ACKNOWLEDGE AND AGREE WITH US AS FOLLOWS:**

1. For purposes of this Agreement, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation: (a) all claims, disputes, or controversies arising from or relating directly or indirectly to: (i) the Disclosure Statement issued to you in connection with this transaction, (ii) the Application for Credit Services which you will provide to us in connection with this transaction, (iii) the Credit Services Agreement, if any, which will be entered into between you and us if your Application for Credit Services is accepted by us, and (iv) your request that the Lender provide you with an extension of credit and the Promissory Note, if any, to be entered into between you and the Lender should we be successful in assisting you to obtain an extension of credit from the Lender; (b) all claims, disputes, or controversies arising from or relating directly or indirectly to this Agreement, the signing of this Agreement and/or the validity and scope of this Agreement and any claim or attempt to set aside this Agreement; (c) all federal or state law claims, disputes or controversies arising from or relating directly or indirectly to the transactions contemplated in connection with your request for credit services and/or assistance in obtaining an extension of credit, as well as any of the documents referenced above; (d) the information which you provided or that we otherwise collected in connection with your request for credit services and/or assistance in obtaining an extension of credit; (e) all claims, disputes, or controversies arising from or relating directly or indirectly, in whole or in part, to any agreement(s) and/or transaction(s) between you on the one hand and us or the Lender, on the other, including without limitation all such past and subsequent agreement(s) and/or transaction(s), if any; (f) all counterclaims; (g) all common law claims between you, us and/or the Lender including without limitation, those based upon contract, tort, negligence, fraud or other intentional torts; (h) all claims which are based upon an alleged violation of any state or federal constitution, statute or regulation; (i) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (j) all claims asserted by you individually against us, and/or any of our employees, directors, officers, shareholders, partners, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"); (k) all claims asserted by you individually against the Lender, and/or any of its related third parties, arising in connection with our provision of credit services to you; (l) all claims asserted on your behalf by another person related to your transactions with us for credit services and/or with the Lender for an extension of credit; and/or (m) all claims arising from or relating directly or indirectly to the disclosure or use by us, the Lender, or our respective related third parties of any non-public personal information about you.

**2. By SIGNING BELOW, EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES TO:**

- (a) GIVE UP THE RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST THE OTHER PARTY AND/OR ITS RELATED THIRD PARTIES;**
- (b) GIVE UP THE RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST THE OTHER PARTY AND/OR ITS RELATED THIRD PARTIES; and**
- (c) GIVE UP THE RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF**

**CLAIMANTS, IN ANY LAWSUIT FILED AGAINST THE OTHER PARTY AND OR ITS RELATED THIRD PARTIES.**

3. Except as provided in Paragraph 6 below or as otherwise required by law, all disputes shall be resolved confidentially by binding arbitration only on an individual basis with you. Even though the Lender is an express third party beneficiary of this Agreement, claims between you and the Lender may not be consolidated with claims between you and us, without our written consent, which may be withheld for any or no reason.

**ADDITIONALLY, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU OR US TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION. DISPUTE(S) BETWEEN YOU AND US MAY NOT BE CONSOLIDATED WITH DISPUTE(S) BETWEEN YOU OR US AND ANY OTHER(S) FOR ANY PURPOSE(S). IN THE EVENT THAT A COURT OR ARBITRATOR WITH AUTHORITY TO ENFORCE THIS AGREEMENT DETERMINES THAT THE FORGOING PROVISIONS OF THIS PARAGRAPH (PROHIBITING CONSOLIDATED OR CLASS ARBITRATION) ARE UNENFORCEABLE, SUCH PROVISIONS MAY NOT BE SEVERED FROM THIS AGREEMENT WITHOUT INVALIDATING THE REMAINDER OF SAID AGREEMENT.**

4. Any party to a dispute, including related third parties, shall send the other party written notice of intent to arbitrate, setting forth the subject of the dispute along with the relief requested, by certified mail, return receipt requested, even if a lawsuit has been filed. Your notice must be sent to: Cash Link USA, P.O. Box 7084, Kansas City, MO 64113. Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>, in accordance with its Commercial Dispute Resolution Procedures and the Consumer-Related Disputes Supplementary Procedures; or Judicial Arbitration and Mediation Services, Inc. ("JAMS") (949-224-1810) <http://www.jamsadr.com>, in accordance with its Streamlined Arbitration Rules & Procedures. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If you chose to select a local arbitrator but we cannot agree on a local arbitrator, you shall be required to select one of the arbitration organizations listed above. If we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your selection of an arbitration organization or your desire to select a local arbitrator. If you fail to provide notice of your selection to us, then we shall have the right to select an arbitration organization. The parties agree to be governed by the rules and procedures of such arbitration organization applicable to consumer disputes to the extent those rules and procedures do not contradict the express terms of this Agreement, including the limitations on the arbitrator herein. You may obtain a copy of the rules and procedures by contacting the arbitration organizations listed above.

This Agreement may contain limitations of certain forms and amounts of damages that are recoverable in any arbitration or trial, and limitations related to the time periods within which each party must act to preserve its rights to proceed with a claim. Also, this agreement contains requirements for the payment of fees and costs associated with arbitration. To the extent any of these limitations or requirements are found to be in conflict with a mandatory provision of applicable law, the conflicting limitation or requirement shall be modified automatically to comply with the mandatory provision of law, without affecting the validity or enforceability of any other provision in this Agreement, and without affecting the validity or enforceability of the limitations or requirement in any other jurisdiction. In the event that a court or arbitrator with authority to enforce this Agreement determines that any specific term or provision contained in this Agreement is unenforceable, such term or provision may be severed from this Agreement without invalidating the remainder of the Agreement; provided, however, that the issue of severability related to consolidations and/or class actions shall be handled as described in paragraph 7 in this Agreement.

5. Regardless of who demands arbitration, at your request we will advance your portion of the arbitration expenses, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act ("FAA") and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transactions for credit services by

us and/or the extension of credit by the Lender contemplated in connection with this Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, or if you dismiss any arbitration initiated by you before the arbitrator renders a decision, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which could have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. The arbitrator's award may be enforced in any court having jurisdiction.

6. All parties and/or related third parties shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. The institution and maintenance by you, us or the Lender of any action set forth in this Paragraph 6 shall not constitute a waiver of the right to submit any dispute to arbitration, including any counterclaim asserted.

7. Each party agrees that all disputes between the parties to this Agreement shall be arbitrated on an individual basis. This requirement is for the protection of the privacy and confidentiality interests of the parties, and for the efficient resolution of specific disputes. This provision means that the parties are prohibited from combining, consolidating or joining any claim they may have against one another with those of any other individual, or from representing or joining a class of claimants, or from acting as a private attorney general on behalf of other claimants in any arbitration, and that an arbitrator is prohibited from creating or maintaining such an action.

In the event this section 7, or any part of it, is found by an arbitrator and/or a court of law to be unenforceable, and a consolidation, joinder of claims, class action, and or any other representative action is created in an arbitration proceeding, both parties agree that this provision is so material to the agreement to arbitrate that it may not be severed from this agreement without invalidating the remainder of this Agreement. In that event, such a consolidation and/or class action proceeding shall not be arbitrated but shall be heard in a court of law in a state or federal court of competent personal and subject matter jurisdiction. The parties reserve the right and shall be permitted to maintain any and all legal challenges (and all appeals, if any, relating thereto) to the decision of any arbitrator and/or court of law to disregard this section 7 by combining, consolidating or joining claims or allowing any person or persons to represent or join a class of claimants, or to act as a private attorney general on behalf of other claimants in any arbitration.

8. The parties acknowledge that this Agreement is made pursuant to a transaction involving interstate commerce. Therefore, the parties agree that the enforceability and interpretation of this Agreement shall be governed, in the first instance, by the Federal Arbitration Act ("FAA"). To the extent that the FAA does not apply to this Agreement, in whole or in part, then this Agreement shall be governed, to the extent the FAA is found not to apply, by the law of the State of Texas, including the Texas Arbitration Act.

9. This Agreement is binding upon and benefits you, us, the Lender, and our respective heirs, successors, assigns and related third parties. The Agreement shall continue in full force and effect, even if any party's obligations have been paid or discharged through bankruptcy. This Agreement shall survive any termination, amendment, expiration or performance of any transaction between any of the parties and shall continue in full force and effect unless otherwise agreed in writing by the parties.

10. OPT OUT PROCESS. You may choose to opt-out of and not be subject to this Agreement, but only by following the process set forth below. If you do not wish to be subject to this Agreement, then you must notify the CSO in writing at: Cash Link USA Attn: Arbitration Opt-Out, P.O. Box 7084, Kansas City, MO 64113. Your notice opting out must be post-marked no later than forty-five (45) days after the date you signed this Agreement in order to be effective. If you opt out of this Agreement, only this Agreement will be affected, and no other agreement or transaction will be affected. Your notice to opt-out will only apply to this particular transaction with us and not to subsequent or previous transactions; a separate opt-out notice is required for each transaction on which you wish to opt-out of this Agreement.

**BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU:**

1. HAVE PREVIOUSLY ACKNOWLEDGED RECEIPT OF THE DISCLOSURE STATEMENT, AND HAVE READ, AND UNDERSTOOD ALL OF ITS TERMS BEFORE SIGNING THIS BINDING ARBITRATION AGREEMENT AND
2. HAVE READ AND UNDERSTOOD, AND HEREBY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT.



ANTONIA TARPLEY

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Print Name

04/25/2022

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Date